

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PATAGONIA, INC.,

Plaintiff,

v.

FRANCES AGNEW DBA FRAN
CALISTA, FRAN CALISTA CLOSET
LLC, ALL THINGS ALI, LLC, SHOP
ORC LLC, ALISON RAE FEASTER,
BROOKE L. HUNSUCKER DBA
BROOKE LEANN ALLEN, BAILEY
RENAE MILLER, JEFFREY
FRANCIS MOORE, LEE WILLIAM,
COLSON TY AGNEW, PUTIAN
LOMANDO TRADING CO., LTD and
DOES 1–10,

Defendants.

Case No. 2:25-cv-03283-CV-SK

STIPULATED PROTECTIVE
ORDER

[DISCOVERY MATTER:
REFERRED TO MAGISTRATE
JUDGE STEVE KIM]

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth
5 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
6 Order does not entitle them to file confidential information under seal; Civil Local
7 Rule 79-5 sets forth the procedures that must be followed and the standards that will
8 be applied when a party seeks permission from the court to file material under seal.

9 Defendants Frances Agnew, Fran Calista Closet LLC, All Things Ali LLC,
10 Shop ORC LLC, Alison Rae Feaster, Brook L. Hunsucker, Bailey Renae Miller,
11 Jeffrey Francis Moore, Colson Ty Agnew (“Represented Defendants”) are the
12 defendants who have agreed to this Stipulated Protective Order. The Represented
13 Defendants have filed a pending Motion to Dismiss. Represented Defendants re-
14 assert here that they believe and contend that: the Court where the instant action was
15 filed does not have personal jurisdiction over them, that venue is improper in that
16 Court, and that Plaintiff Patagonia Inc. (“Plaintiff”) has failed to state a claim against
17 them. Represented Defendants preserve all rights and contentions both stemming
18 from and related to what they have asserted in their Motion to Dismiss and any
19 related papers/documents, and their stipulation and agreement as to this Protective
20 Order in no way abrogates those rights and contentions.

21 B. GOOD CAUSE STATEMENT

22
23 This action is likely to involve sensitive financial information the Parties and
24 third parties, personally identifiable information of the Parties and third parties,
25 trade secrets, and other valuable commercial, financial, technical and/or proprietary
26 information for which special protection from public disclosure and from use for
27 any purpose other than prosecution of this action is warranted. Such confidential
28 and proprietary materials and information consist of, among other things,

1 confidential business or financial information, information regarding confidential
2 business practices, or other confidential research, development, or commercial
3 information (including information implicating privacy rights of third parties),
4 information otherwise generally unavailable to the public, or which may be
5 privileged or otherwise protected from disclosure under state or federal statutes,
6 court rules, case decisions, or common law. Accordingly, to expedite the flow of
7 information, to facilitate the prompt resolution of disputes over confidentiality of
8 discovery materials, to adequately protect information the parties are entitled to keep
9 confidential, to ensure that the parties are permitted reasonable necessary uses of
10 such material in preparation for and in the conduct of trial, to address their handling
11 at the end of the litigation, and serve the ends of justice, a protective order for such
12 information is justified in this matter. It is the intent of the parties that information
13 will not be designated as confidential for tactical reasons and that nothing be so
14 designated without a good faith belief that it has been maintained in a confidential,
15 non-public manner, and there is good cause why it should not be part of the public
16 record of this case.

17
18 2. DEFINITIONS

19 2.1 Action: this pending federal law suit.

20 2.2 Challenging Party: a Party or Non-Party that challenges the
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored, or maintained) or tangible things that qualify for
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).

28 2.5 Designating Party: a Party or Non-Party that designates information

1 or items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced
7 or generated in disclosures or responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 Information or Items: extremely sensitive “Confidential Information or Items,”
13 disclosure of which to another Party or Non-Party would create a substantial risk of
14 serious harm that could not be avoided by less restrictive means.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association,
19 or other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action and
22 have appeared in this Action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party, including support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.14 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery
9 Material from a Producing Party.
10

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19 4. DURATION 20

21 Even after final disposition of this litigation, as defined in Section 13 (FINAL
22 DISPOSITION), the confidentiality obligations imposed by this Order shall remain
23 in effect until a Designating Party agrees otherwise in writing or a court order
24 otherwise directs.
25

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. To the extent it is practical to do so, the
3 Designating Party must designate for protection only those parts of material,
4 documents, items, or oral or written communications that qualify so that other
5 portions of the material, documents, items, or communications for which protection
6 is not warranted are not swept unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to impose
10 unnecessary expenses and burdens on other parties) may expose the Designating
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Designation as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
16 ONLY": Any Designating Party may designate materials as "HIGHLY
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" if, in the good faith belief of
18 such party, the information contained in the materials is not publicly available and
19 is among that to be considered to be most sensitive by the Party, including but not
20 limited to materials with potential value to competitors, such as trade secret or other
21 confidential research, development, financial or other commercially sensitive
22 information.

23 At all times, designation of documents or information shall be based upon
24 counsel's personal review of the documents or information on an individualized
25 basis. It is the duty of the Producing Party to justify and substantiate the
26 designation of discovery documentation or information as "HIGHLY
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

28 5.3 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of Section 5.3(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legends
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “AEO legend”), to
11 each page that contains protected material. If only a portion or portions of the
12 material on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins) and must specify, for each portion, the level of protection being asserted.

15 A Party or Non-Party that makes original documents available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which documents it would like copied and produced. During the
18 inspection and before the designation, all of the material made available for
19 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY.” After the inspecting Party has identified the documents it wants copied
21 and produced, the Producing Party must determine which documents, or portions
22 thereof, qualify for protection under this Order. Then, before producing the
23 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
24 or “AEO legend” to each page that contains Protected Material. If only a portion or
25 portions of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making appropriate markings
27 in the margins) and must specify, for each portion, the level of protection being
28 asserted.

1 (b) for testimony given in depositions that the Designating Party
2 identify the Disclosure or Discovery Material on the record, before the close of the
3 deposition all protected testimony and specify the level of protection being asserted.
4 When it is impractical to identify separately each portion of testimony that is
5 entitled to protection and it appears that substantial portions of the testimony may
6 qualify for protection, the Designating Party may invoke on the record (before the
7 deposition, hearing, or other proceeding is concluded) a right to have up to 30 days
8 from receipt of the final transcript to identify the specific portions of the testimony
9 as to which protection is sought and to specify the level of protection being
10 asserted. Only those portions of the testimony that are appropriately designated for
11 protection within the 30 days from receipt of the final transcript shall be covered by
12 the provisions of this Stipulated Protective Order. Alternatively, a Designating
13 Party may specify, at the deposition or up to 30 days after receipt of the final
14 transcript if that period is properly invoked, that the entire transcript shall be treated
15 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a
18 deposition, hearing or other proceeding to include Protected Material so that the
19 other parties can ensure that only authorized individuals who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
21 proceedings. The use of a document as an exhibit at a deposition shall not in any
22 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY.”

24 Transcripts containing Protected Material shall have an obvious legend
25 on the title page that the transcript contains Protected Material, and the title page
26 shall be followed by a list of all pages (including line numbers as appropriate) that
27 have been designated as Protected Material and the level of protection being
28 asserted by the Designating Party. The Designating Party shall inform the court

1 reporter of these requirements.

2 (c) for information produced in some form other than documentary and
3 for any other tangible items, that the Producing Party affix in a prominent place on
4 the exterior of the container or containers in which the information is stored the
5 legend “CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY.” If only a portion or portions of the information warrants protection,
7 the Producing Party, to the extent practicable, shall identify the protected portion(s)
8 and specify the level of protection being asserted.

9 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party’s right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15
16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Civil Local Rule 37-1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be
23 on the Designating Party. Frivolous challenges, and those made for an improper
24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
25 parties), may expose the Challenging Party to sanctions. Unless the Designating
26 Party has waived or withdrawn the confidentiality designation, all parties shall
27 continue to afford the material in question the level of protection to which it
28 is entitled under the Producing Party’s designation until the Court rules on the

1 challenge.

2
3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with
6 this Action only for prosecuting, defending, or attempting to settle this Action.
7 Such Protected Material may be disclosed only to the categories of persons and
8 under the conditions described in this Order. When the Action has been
9 terminated, a Receiving Party must comply with the provisions of Section 13 below
10 (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at
12 a location and in a secure manner¹ that ensures that access is limited to the
13 persons authorized under this Order.

14 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
15 otherwise ordered by the Court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 “CONFIDENTIAL” only to:

18 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of
22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the Court and its personnel;

27
28 ¹ It may be appropriate under certain circumstances to require the Receiving Party to store any
electronic Protected Material in password-protected form.

1 (e) court reporters and their staff;

2 (f) professional jury or trial consultants, mock jurors, and Professional
3 Vendors to whom disclosure is reasonably necessary for this Action and who have
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (g) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information;

7 (h) during their depositions, witnesses, and attorneys for witnesses, in
8 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
9 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
10 they will not be permitted to keep any confidential information unless they sign the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
12 agreed by the Designating Party or ordered by the Court. Pages of transcribed
13 deposition testimony or exhibits to depositions that reveal Protected Material may
14 be separately bound by the court reporter and may not be disclosed to anyone except
15 as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” Information or Items. Unless otherwise ordered by the court or
20 permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this litigation and who have signed the
26 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
27 A;

28 (b) House Counsel of the Receiving Party (1) to whom disclosure is

1 reasonably necessary for this litigation, and (2) who has signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably
4 necessary for this litigation, (2) who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
6 in paragraph 7.4(a), below, have been followed;

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, and
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation
10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A); and

12 (f) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information.

14 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
16 Experts.

17 (a) Unless otherwise ordered by the court or agreed to in writing by the
18 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
19 Order) any information or item that has been designated “HIGHLY
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
21 first must make a written request to the Designating Party that (1) identifies the
22 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” information that the Receiving Party seeks permission to disclose to the
24 Expert, (2) sets forth the full name of the Expert and the city and state of his or her
25 primary residence, and (3) attaches a copy of the Expert’s current resume.

26 (b) A Party that makes a request and provides the information specified in the
27 preceding respective paragraphs may disclose the subject Protected Material to the
28 identified Expert unless, within five days of delivering the request, the Party

1 receives a written objection from the Designating Party. Any such objection must
2 set forth in detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection shall initiate the dispute
4 resolution process under Civil Local Rule 37-1 et seq. If no agreement is reached,
5 the Party resisting the disclosure may file a motion requesting an order preventing
6 the disclosure.

7
8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order
17 to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is subject to this Protective Order. Such notification shall include
19 a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any information designated in this
24 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY” before a determination by the court from which the subpoena or
26 order issued, unless the Party has obtained the Designating Party’s permission. The
27 Designating Party shall bear the burden and expense of seeking protection in that
28 court of its confidential material, and nothing in these provisions should be

1 construed as authorizing or encouraging a Receiving Party in this Action to disobey
2 a lawful directive from another court.

3
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a
7 Non-Party in this Action and designated as "CONFIDENTIAL or "HIGHLY
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced
9 by Non-Parties in connection with this litigation is protected by the remedies and
10 relief provided by this Order. Nothing in these provisions should be construed as
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a confidentiality agreement
18 with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the Non-
23 Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this Court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the Court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this Court of its Protected Material.
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
11 or persons to whom unauthorized disclosures were made of all the terms of this
12 Order, and (d) request such person or persons to execute the “Acknowledgment and
13 Agreement to Be Bound” that is attached hereto as Exhibit A.
14

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
21 procedure may be established in an e-discovery order that provides for production
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
23 (e), insofar as the parties reach an agreement on the effect of disclosure of a
24 communication or information covered by the attorney-client privilege or work
25 product protection, the parties may incorporate their agreement in the stipulated
26 protective order submitted to the Court.
27

28 12. MISCELLANEOUS

1 12.1 Right to Relief. Nothing in this Order abridges the right of any person
2 to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order, no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in this
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any
7 ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material
10 may only be filed under seal pursuant to a court order authorizing the sealing of the
11 specific Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the court, then the Receiving Party may file the information
13 in the public record unless otherwise instructed by the court.

14
15 13. FINAL DISPOSITION

16 Final disposition shall be deemed to be the later of (1) dismissal of all claims
17 and defenses in this Action, with or without prejudice; and (2) final judgment herein
18 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
19 reviews of this Action, including the time limits for filing any motions or
20 applications for extension of time pursuant to applicable law. After the final
21 disposition of this Action, within 60 days of a written request by the Designating
22 Party, each Receiving Party must return all Protected Material to the Producing
23 Party or destroy such material. As used in this subdivision, "all Protected Material"
24 includes all copies, abstracts, compilations, summaries, and any other format
25 reproducing or capturing any of the Protected Material. Whether the Protected
26 Material is returned or destroyed, the Receiving Party must submit a written
27 certification to the Producing Party (and, if not the same person or entity, to the
28 Designating Party) by the 60 day deadline that (1) identifies (by category, where

1 appropriate) all the Protected Material that was returned or destroyed; and (2)
2 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
3 summaries, or any other format reproducing or capturing any of the Protected
4 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
5 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
6 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
7 work product, and consultant and expert work product, even if such materials
8 contain Protected Material. Any such archival copies that contain or constitute
9 Protected Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION).

11 14. Any violation of this Order may be punished by any and all appropriate
12 measures including, without limitation, contempt proceedings and/or
13 monetary sanctions.

14
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17 Dated: August 27, 2025

Respectfully submitted,
18 VERSO LAW GROUP LLP

19
20 By: /s/ Sophy Tabandeh
21 Gregory S. Gilchrist
22 Ryan Bricker
23 Sophy J. Tabandeh
Kourtney Speer

24 Attorneys for Plaintiff
25 PATAGONIA, INC.
26
27
28

1 Dated: August 27, 2025

Respectfully submitted,

2
3 WOLF, RIFKIN, SHAPIRO, SCHULMAN
4 AND RABKIN, LLP

5 By: /s/ Benjamin J. Mandel
6 Benjamin J. Mandel
7 Paulo A. De Almeida

8 Attorneys for Defendants
9 FRANCES AGNEW, FRAN CALISTA
10 CLOSET LLC, ALL THINGS ALI LLC,
11 SHOP ORC LLC, ALISON RAE FEASTER,
12 BROOK L. HUNSUCKER, BAILEY RENAE
13 MILLER, JEFFREY FRANCIS MOORE,
14 COLSON TY AGNEW

15 DATED: August 29, 2025



16 HON. STEVE KIM
17 U.S. MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [**insert formal name of the case and the number and initials assigned to it by the court**]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____